

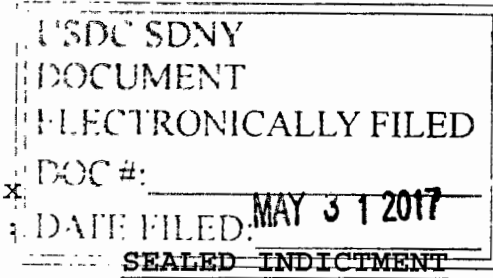
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- v. -

RAHEEM J. BRENNERMAN,
a/k/a "Jefferson R. Brennerman,"
a/k/a "Ayodeji Soetan,"

Defendant.



17 Cr.

17 CRM 337

COUNT ONE

(Conspiracy to Commit Bank and Wire Fraud)

The Grand Jury charges:

Relevant Persons and Entities

1. RAHEEM J. BRENNERMAN, a/k/a "Jefferson R. Brennerman," a/k/a "Ayodeji Soetan," the defendant, is a Nigerian and United Kingdom national who, at all times relevant to this indictment, resided in the United Kingdom or the United States.

2. The Blacksands Pacific Group, Inc. ("Blacksands Pacific") is a for-profit corporation that was incorporated in the State of Delaware by RAHEEM J. BRENNERMAN, a/k/a "Jefferson R. Brennerman," a/k/a "Ayodeji Soetan," the defendant, in or about 2010. "Jefferson R. Brennerman" is listed on the incorporation documents as the President of Blacksands Pacific and, according to the Blacksands Group's website, BRENNERMAN

JUDGE SULLIVAN

also is the Chairman and Chief Executive Officer. Blacksands Pacific purports to be an international oil and gas corporation.

3. Blacksands Pacific Alpha Blue, LLC ("Blacksands Alpha") is a for-profit corporation that was incorporated in the State of Delaware in or about 2011. Blacksands Alpha is a subsidiary of Blacksands Pacific and is controlled by RAHEEM J. BRENNERMAN, a/k/a "Jefferson R. Brennerman," a/k/a "Ayodeji Soetan," the defendant.

BRENNERMAN's Scheme to Obtain Money from Financial Institutions Through Fraud

4. From at least in or about 2011, up to and including the present, RAHEEM J. BRENNERMAN, a/k/a "Jefferson R. Brennerman," a/k/a "Ayodeji Soetan," the defendant, and others known and unknown, engaged in an international bank and wire fraud scheme targeting several financial institutions around the world, including in the United States. As part of the scheme, BRENNERMAN made false representations to financial institutions in the course of seeking loans and other forms of financing for purported business ventures. When BRENNERMAN successfully obtained money from these financial institutions, he and his co-conspirators misappropriated virtually all of the funds for personal expenses. In total, BRENNERMAN sought, and in some

instances obtained, financing from financial institutions in excess of \$300,000,000.

5. For example, in or about March 2013, RAHEEM J. BRENNERMAN, a/k/a "Jefferson R. Brennerman," a/k/a "Ayodeji Soetan," the defendant, and others known and unknown, approached a financial institution ("Bank-1") on behalf of Blacksands Pacific and Blacksands Alpha seeking financing for the \$600,000,000 purchase of an oilfield in California (the "California Oilfield"), as well as the acquisition of the company that owned the oilfield at that time ("Company-1").

6. In the course of negotiations concerning this loan, RAHEEM J. BRENNERMAN, a/k/a "Jefferson R. Brennerman," a/k/a "Ayodeji Soetan," the defendant, and others known and unknown, willfully and knowingly made the following false statements and representations, among others, to Bank-1:

a. BRENNERMAN claimed that Blacksands Pacific had significant, worldwide involvement in the exploration and development of oil and gas reserves, produced over 10,000 barrels of oil per day, and had over 100,000,000 barrels of proved reserves. In fact, BRENNERMAN knew that Blacksands Pacific had, at most, minimal involvement in the oil and gas industry.

b. BRENNERMAN claimed that Blacksands Pacific had over \$1,000,000,000 in long-term assets and had over \$80,000,000 in net income revenues. In fact, BRENNERMAN knew that Blacksands Pacific lacked these long-term assets and had, at most, minimal revenue.

c. BRENNERMAN claimed that Blacksands Pacific had physical offices throughout the United States, including in Los Angeles, California, and Manhattan, New York, and had approximately 100 employees. In fact, BRENNERMAN knew that Blacksands Pacific's offices were merely virtual offices at which no Blacksands Pacific employees were located. Indeed, BRENNERMAN largely worked from home and knew that Blacksands Pacific employed, at most, only a few employees. BRENNERMAN, in fact, created fictitious senior executives of Blacksands Pacific, and BRENNERMAN or others known and unknown signed agreements and sent emails on their behalf.

d. BRENNERMAN claimed that there was an agreement between Blacksands Pacific and Company-1 to acquire Company-1 and the California Oilfield. In fact, BRENNERMAN knew that no such agreement had been reached, but insisted to Bank-1 that the deal was imminent—though Company-1 was actually in discussions to sell the California Oilfield to an unrelated third party.

7. Beginning in or about January 2013, RAHEEM J. BRENNERMAN, a/k/a "Jefferson R. Brennerman," a/k/a "Ayodeji Soetan," the defendant, made similar representations to other financial institutions, in an effort to induce those institutions to provide financing to Blacksands Pacific and Blacksands Alpha.

8. In or about November 2013, based on false representations made by RAHEEM J. BRENNERMAN, a/k/a "Jefferson R. Brennerman," a/k/a "Ayodeji Soetan," the defendant, and others known and unknown, Bank-1 provided a \$20,000,000 bridge loan to Blacksands Alpha, purportedly guaranteed by Blacksands Pacific, of which Blacksands Alpha was provided immediate access to \$5,000,000. Based on the same false representations by BRENNERMAN, Bank-1 also committed to lending an additional \$70,000,000 to Blacksands Alpha.

9. In or about December 2013, RAHEEM J. BRENNERMAN, a/k/a "Jefferson R. Brennerman," a/k/a "Ayodeji Soetan," the defendant, transferred from a Blacksands Alpha bank account, which had received the funds from Bank-1, approximately \$4,400,000 of the \$5,000,000 distribution to a bank account controlled by BRENNERMAN. Between in or about December 2013 and in or about November 2014, BRENNERMAN moved the funds to other personal and corporate bank accounts that BRENNERMAN also

controlled. At least several hundred thousand dollars of these funds was spent to pay BRENNERMAN's credit card bills or was withdrawn in cash. Specifically, Bank-1's loan funded, among other things, BRENNERMAN's lease of a luxury condominium in Las Vegas, Nevada, and stays at expensive hotels (including thousands of dollars' worth of in-room dining service), as well as BRENNERMAN's purchase of international flights to Europe, private car services, fine jewelry, high-end designer clothing, and spa treatments. None of the funds were expended consistent with the terms of the loan agreement between Blacksands Alpha and Bank-1.

Statutory Allegations

10. From at least in or about 2011, up to and including the present, in the Southern District of New York and elsewhere, RAHEEM J. BRENNERMAN, a/k/a "Jefferson R. Brennerman," a/k/a "Ayodeji Soetan," the defendant, and others known and unknown, willfully and knowingly did combine, conspire, confederate, and agree together and with each other to commit wire fraud, in violation of Title 18, United States Code, Section 1343, and bank fraud, in violation of Title 18, United States Code, Section 1344.

11. It was a part and object of the conspiracy that RAHEEM J. BRENNERMAN, a/k/a "Jefferson R. Brennerman," a/k/a

"Ayodeji Soetan," the defendant, and others known and unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343.

12. It also was a part and an object of the conspiracy that RAHEEM J. BRENNERMAN, a/k/a "Jefferson R. Brennerman," a/k/a "Ayodeji Soetan," the defendant, and others known and unknown, willfully and knowingly, would and did execute and attempt to execute a scheme or artifice to defraud a financial institution, the deposits of which were then insured by the Federal Deposit Insurance Corporation ("FDIC"), and to obtain moneys, funds, credits, assets, securities, and other property owned by and under the custody and control of a financial institution, by means of false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1344.

(Title 18, United States Code, Section 1349.)

COUNT TWO

(Bank Fraud)

The Grand Jury further charges:

13. The allegations contained in paragraphs 1 through 9 of this Indictment are repeated and realleged as if fully set forth herein.

14. From at least in or about 2011, up to and including the present, in the Southern District of New York and elsewhere, RAHEEM J. BRENNERMAN, a/k/a "Jefferson R. Brennerman," a/k/a "Ayodeji Soetan," the defendant, willfully and knowingly, did execute and attempt to execute a scheme or artifice to defraud a financial institution, the deposits of which were then insured by the FDIC, and to obtain moneys, funds, credits, assets, securities, and other property owned by and under the custody and control of a financial institution, by means of false and fraudulent pretenses, representations, and promises, to wit, BRENNERMAN made false representations to financial institutions in the course of obtaining or attempting to obtain loans for purported business ventures.

(Title 18, United States Code, Sections 1344 and 2.)

COUNT THREE

(Wire Fraud)

The Grand Jury further charges:

15. The allegations contained in paragraphs 1 through 9 of this Indictment are repeated and realleged as if fully set forth herein.

16. From at least in or about 2011, up to and including the present, in the Southern District of New York and elsewhere, RAHEEM J. BRENNERMAN, a/k/a "Jefferson R. Brennerman," a/k/a "Ayodeji Soetan," the defendant, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, and by such conduct, did affect a financial institution, to wit, BRENNERMAN made false representations to financial institutions by email and telephone communication, among other means, in the course of obtaining or attempting to obtain loans for purported business ventures.

(Title 18, United States Code, Sections 1343 and 2.)

COUNT FOUR

(Visa Fraud)

The Grand Jury further charges:

17. From at least in or about October 2012, and up to and including the present, in the Southern District of New York and elsewhere, RAHEEM J. BRENNERMAN, a/k/a "Jefferson R. Brennerman," a/k/a "Ayodeji Soetan," the defendant, did knowingly use, attempt to use, possess, obtain, accept, and receive a visa, which he knew to be falsely made, to have been procured by means of a false claim and statement, and to have been otherwise procured by fraud and unlawfully obtained, to wit, BRENNERMAN used and possessed a visa that he had procured by making false statements regarding, among other things, his name, national origin, and the nature, scope, and status of the corporate entity which sponsored his application.

(Title 18, United States Code, Section 1546(a).)

FORFEITURE ALLEGATION

18. As a result of committing the offenses alleged in Counts One, Two, and Three of this Indictment, RAHEEM J. BRENNERMAN, a/k/a "Jefferson R. Brennerman," a/k/a "Ayodeji Soetan," shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(2), all property that constitutes, or is derived from, proceeds obtained directly

or indirectly as a result of said offenses, including but not limited to a sum of money representing the amount of proceeds obtained directly or indirectly as a result of said offenses.


Substitute Assets Provision

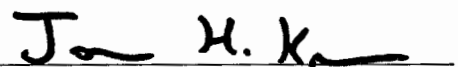
19. If any of the above-described forfeitable property, as a result of any act or omission of the defendant:

- a) cannot be located upon the exercise of due diligence;
- b) has been transferred or sold to, or deposited with, a third person;
- c) has been placed beyond the jurisdiction of the court;
- d) has been substantially diminished in value; or
- e) has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property.

(Title 18, United States Code, Section 982(a)(2);
Title 21, United States Code, Section 853(p).)


Foreperson


JOON H. KIM
Acting United States Attorney

Form No. USA-33s-274 (Ed. 9-25-58)

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SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

v.

RAHEEM J. BRENNERMAN,
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Defendant.

SEALED INDICTMENT

17 Cr. ____

(18 U.S.C. §§ 1343, 1344, 1349, 1546.)

JOON H. KIM

Acting United States Attorney.

A TRUE BILL

Kim Schmeis

Foreperson.

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Pls Sealed Ind
173 Judge Moore